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as Successor to ACS Education Services

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SANTA ROSA DIVISION**

IN RE: GARRET ALLEN MOORE and SUSAN MARIE MOORE)	CHAPTER 7
)	CASE NO. . 11-13325
)	
DEBTORS.)	
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GARRET ALLEN MOORE and SUSAN MARIE MOORE)	ADV. PRO. NO. . 13-1174
)	
PLAINTIFFS,)	DEFENDANT XEROX EDUCATION
vs.)	SERVICES, INC.'S, AS SUCCESSOR TO
)	ACS EDUCATION SERVICES, ANSWER
ACS EDUCATION SERVICES, KEYBANK, N.A., NCO FINANCIAL, and NATIONAL COLLEGIATE STUDENT LOAN TRUST 2003-1)	TO FIRST AMENDED COMPLAINT TO
)	DETERMINE DISCHARGEABILITY OF A
)	CERTAIN DEBT AS A MEDICAL LOAN
)	AND NOT A STUDENT LOAN
DEFENDANTS.)	
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Xerox Education Services, Inc., as Successor to ACS Education Services ("Xerox") files this Answer to First Amended Complaint to Determine Dischargeability of a Certain Debt as a Medical Loan and Not a Student Loan (the "Complaint"), and would respectfully show the Court as follows:

JURISDICTION AND VENUE

1. Defendant admits the allegations in paragraph 1 of the Complaint.

2. Defendant admits the allegations in paragraph 2 of the Complaint.

3. Defendant admits the allegations in paragraph 3 of the Complaint.

GENERAL ALLEGATIONS

4. Defendant admits the allegations in paragraph 4 of the Complaint.

5. Defendant admits that Xerox Education Services, Inc., as Successor to ACS Education Services, was the servicer of a student loan, but otherwise denies the allegations in paragraph 5 of the Complaint. Defendant denies that Plaintiff correctly named ACS Education Services as a defendant in this case.

6. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 6 of the Complaint, and therefore denies these allegations.

7. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 7 of the Complaint, and therefore denies these allegations.

8. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 8 of the Complaint, and therefore denies these allegations.

FIRST CLAIM FOR RELIEF

[11 U.S.C. §523(a)(8)(A)(I), 11 U.S.C. §523(a)(8)(A)ii, 11 U.S.C. §523(a)(8)(B)]

9. Defendant incorporates by reference their responses in paragraphs 1 through 8.

10. Defendant denies the allegations in paragraph 10 of the Complaint. Defendant did not loan any funds to Debtors. Defendant merely acted as the servicer of a student loan to Debtors.

11. Defendant denies the allegations in paragraph 11 of the Complaint.

12. Defendant denies the allegations in paragraph 12 of the Complaint. Defendant did not loan any funds to Debtors. Defendant merely acted as the servicer of a student loan to Debtors.

1 13. Defendant denies the allegations in paragraph 13 of the Complaint. Defendant did not
2 loan any funds to Debtors. Defendant merely acted as the servicer of a student loan to Debtors.

3 14. Defendant denies the allegations in paragraph 14 of the Complaint. Defendant did not
4 loan any funds to Debtors. Defendant merely acted as the servicer of a student loan to Debtors.

5 15. Defendant denies the allegations in paragraph 15 of the Complaint. Defendant did not
6 loan any funds to Debtors. Defendant merely acted as the servicer of a student loan to Debtors.

7 16. Defendant denies the allegations in paragraph 16 of the Complaint, including
8 subparagraphs (a) through (c). Defendant did not loan any funds to Debtors. Defendant merely acted as
9 the servicer of a student loan to Debtors.
10

11 12 **SECOND CLAIM FOR RELIEF**

13 **Fraudulent Inducement**

14
15 17. Defendant incorporates by reference their responses in paragraphs 1 through 16.

16 18. Defendant denies the allegations in paragraph 18 of the Complaint. Defendant did not
17 loan any funds to Debtors. Defendant merely acted as the servicer of a student loan to Debtors.

18 19. Defendant denies the allegations in paragraph 19 of the Complaint. Defendant did not
19 loan any funds to Debtors. Defendant merely acted as the servicer of a student loan to Debtors.

20 20. Defendant denies the allegations in paragraph 20 of the Complaint.
21

22 **THIRD CLAIM FOR RELIEF**

23 **Misrepresentation**

24
25 21. Defendant incorporates by reference their responses in paragraphs 1 through 20.

26 22. Defendant denies the allegations in paragraph 22 of the Complaint. Defendant did not
27 loan any funds to Debtors. Defendant merely acted as the servicer of a student loan to Debtors.
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23. Defendant denies the allegations in paragraph 23 of the Complaint. Defendant did not loan any funds to Debtors. Defendant merely acted as the servicer of a student loan to Debtors.

24. Defendant denies the allegations in paragraph 24 of the Complaint.

PRA YER

25. The allegations in the Prayer on pages 4 and 5 of the Complaint, including paragraphs (1) through (6), are denied.

WHEREFORE, Defendant requests that the Court deny all relief sought in the Complaint, award Defendant its costs and expenses, including reasonable attorneys' fees, and award Defendant any other such relief as this Court deems just and proper.

Respectfully submitted,

DATED: April 25, 2014

LAW OFFICES OF ROUSE & BAHLERT

By: /s/Cheryl C. Rouse

Cheryl C. Rouse

Attorneys for Attorneys for Xerox Education
Services, Inc., as Successor to ACS Education
Services